



Where Quality Is A Lifestyle

September 25, 2007

BID # 637

Gentlemen:

You are invited to submit a bid for curb and gutter installation in accordance with the information, drawing and specifications contained herein. Descriptive literature and all other required information shall also be included with your bid. Any exceptions to the specifications shall be listed in the space provided.

All questions and inquiries concerning this invitation to bid or the specifications shall be addressed to Tim Jones, Director of Purchasing, 140 Stonewall Avenue West, Suite 101, Fayetteville, Georgia 30214 from 8:00 a.m. to 5:00 p.m. The phone number is (770) 460-5730 extension 5420. Any deviations from this procedure for questions or information pertaining to this invitation for bid may result in your bid being rejected.

Your bid should be on the attached pricing sheet. All prices shall be F.O.B. destination, Fayette County. Be sure to include the **bid number** and **reference** along with your company's name and address on the **sealed** envelope in which the bid is returned. **Use a separate envelope for each bid submitted.**

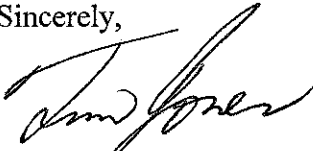
BID MUST BE SUBMITTED TO:
FAYETTE COUNTY PURCHASING DEPARTMENT
140 STONEWALL AVENUE WEST
SUITE 101
FAYETTEVILLE, GEORGIA 30214
BID #637
REFERENCE: CURB AND GUTTER INSTALLATION

Bids will be received at the above address until 3:00 p.m., Tuesday, October 9, 2007 in the Purchasing Department, Suite 101. Bids will be opened at approximately 3:00 p.m. October 9, 2007. Bids must be signed to be considered. Late bids will not be considered. Faxed bids will not be considered.

If this invitation for bids is downloaded from our web site, it is the responsibility of the individual or company that downloads this invitation for bids to continue to check the Fayette County web site for any addenda that might come out for this invitation for bids and is posted on the Fayette County web site. Fayette County shall not be responsible for any information that any individual or company fails to get in an addendum that is posted on the Fayette County web site but is not downloaded. However, if the Fayette County Purchasing Department mails the invitation for bids to a company or individual, we will keep a record of who we mailed that invitation for bids to and all addenda for that invitation for bids will also be mailed to those companies or individuals.

The County reserves the right to reject or accept any or all bids and to waive technicalities, informalities and minor irregularities in bids received.

Sincerely,

A handwritten signature in black ink, appearing to read "Tim Jones", written over a horizontal line.

Tim Jones, CPPO
Director of Purchasing

TJ/tcb

GENERAL TERMS AND CONDITIONS

1. **Preparation of Bids**
 - 1A. Bidder shall examine the drawings, specifications, schedule and all instructions. Failure to do so will be at the bidder's risk.
 - 1B. Bidder shall furnish all information required by the bid form. Erasures or other changes must be initialed by the person signing the bid. Bids must be signed by an authorized agent of the company.
 - 1C. Bidder shall submit bid using bidder's exact legal name in the appropriate space.
2. The term "contractor" as used herein and elsewhere in these specifications shall be used synonymously with the term "successful bidder." The term "County" shall mean Fayette County.
3. **Submission of Bids**
 - 3A. Bids and amendments shall be enclosed in sealed envelopes, addressed to the office specified in the invitation for bids with the name and address of the bidder, the reference and bid number on the face of the envelope.
 - 3B. The County shall not be responsible for the premature opening of a bid not properly addressed and identified by bid number and reference and/or delivered to an improper destination.
 - 3C. Samples of items, when required, must be submitted within the time specified and, unless otherwise specified, at no expense to the County. Unless otherwise specified, samples will be returned at the bidder's request and expense if items are not destroyed by testing.
 - 3D. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
 - 3E. Full identification of each item bid upon, including brand name, model, catalog number, etc... must be furnished to identify exactly what the bidder is offering. Manufacturer's literature must be furnished.
 - 3F. All items to be furnished shall be new and in current production unless otherwise stated. The quality of the items shall not have deteriorated so as to impair their usefulness.
 - 3G. In case of discrepancy between the unit price and the extended or total price, the unit price shall prevail.
 - 3H. The bid, once submitted and opened, shall remain open for acceptance for a period of at least ninety days from the date of the opening of the bids as set out in the invitation to bid unless specifically excepted to in your bid.
 - 3I. All prices shall be quoted FOB Destination, Fayette County or job site.
 - 3J. Since delivery time is of utmost importance and can be a factor in the award, it shall be the responsibility of the bidder to accurately state the delivery or completion time in the space provided for this invitation for bids.
4. **Discounts**
 - 4A. Bidders are urged to offer cash discounts for prompt payment. Such discounts will be a factor in the award. Offers of discounts for payment within (10) days following the end of the month or at least 15 days after receipt of invoice are preferred.
 - 4B. In connection with any discount offered, time will be computed from the date of acceptance at destination or the date a correct invoice is received, whichever is the later date. Payment is deemed made, for the purpose of earning the discount, on the date of the check.
5. **Evaluation of Bids**

The evaluation of bids and the determination as to equality and acceptability of products or services offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the bidder may be required to submit financial information, literature, samples, references or other information prior to award.
6. **Award**
 - 6A. Award will be made to the lowest responsive, responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the County, delivery terms and payment terms will be taken into consideration in making the award. The County may make such investigation as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract.
 - 6B. The County may make awards by group or by line items of any bid, unless the bidder qualifies his bid by specific limitations. Unless otherwise provided in the bid schedule, bids may be submitted for any quantities less than those specified. The County reserves the right to make an award on any item for a quantity less than the quantity bid upon at the unit prices quoted in the bid unless the bidder specifies otherwise in the bid.
7. **Substitutions**

Bidders offering and quoting on substitutions or who are deviating from the attached specifications, shall list such deviations in the space provided or on a separate sheet to be submitted with their bid. The absence of such a substitution list shall indicate that the bidder has taken no exception to the specifications contained herein.
8. **Brand Name or Trade Name**
 - 8A. If items in this invitation to bid have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Products may be considered for award if such products are clearly identified in the bids and are determined by the County to meet its needs in all respects.
 - 8B. If the bidder proposes to furnish another product, such product shall be clearly identified in the bid. The evaluation of bids and the determination as to equality of products offered shall be the responsibility of the County. Accordingly, to insure that sufficient information is available, the bidder may be required to submit literature and/or samples prior to award.

9. **Delivery Failures**
Failure of a contractor to deliver within the time specified or within reasonable time as interpreted by the Purchasing Director, or failure to make replacements of rejected articles when so requested, immediately or as directed by the Purchasing Director, shall constitute authority for the Purchasing Director to purchase in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, the contractor shall reimburse the County within a reasonable time specified by the Purchasing Director for any expense incurred in excess of contract prices or the County shall have the right to deduct such amount for monies owed the defaulting contractors. Such purchases shall be deducted from contract quantities. Alternatively, the County may impose a late delivery penalty on a delinquent contractor of one percent (1%) per day for a period of up to ten (10) days for each day that delivery or replacement is late. Should public necessity demand it, the County reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Director.
10. **Non-Collusion**
Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion, if included in bidding instructions, shall be executed.
11. **Default**
The contract may be cancelled or annulled by the Purchasing Director in whole or in part by written notice of default to the contractor upon non-performance or violation of contract terms. An award may be made to the next low responsive and responsible bidder, or articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting contractor (or his surety) shall be liable to the County for cost to the County in excess of the defaulted contract prices; provided, however that the contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause. Failure of the contractor to deliver materials or services within the time stipulated on his bid, unless extended in writing by the Purchasing Director, shall constitute contract default.
12. **Guarantee**
The material shall be guaranteed to be free from defects of construction, conception and workmanship for a period of at least twelve (12) months from date of acceptance. Any part or portion found not in accordance with this specification will be rejected and returned to vendor at vendor's expense for immediate replacement.
13. **Patent Indemnity**
The contractor guarantees to save the County, its agents, officers, or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, for which the contractor is not the patentee, assignee or licensee.
14. **Packaging**
Bidder shall indicate how his product is supplied and the packaging of the product. All products must be packaged in a manner that will afford reasonable protection against moisture, contamination and tampering. Items must be furnished in manufacturer's original unopened package or container.
15. Upon request by the County, information on products awarded shall be provided by the contractor.
16. Final inspection of all products and decision of acceptance or rejection will be made by the County. Final inspection shall be conclusive except with respect to latent defects, fraud, or such gross mistakes as shall amount to fraud. Final inspection resulting in acceptance or rejection of the products will be made as soon as practicable, but failure to inspect shall not be construed as a waiver by the County to claim reimbursement or damages for such products which are later found to be in non-conformance with specifications.
17. **Bidder Qualifications**
The ability of the contractor to provide dependable and prompt service shall be an important consideration in awarding a contract.
18. **Ability To Perform**
The bidder may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities as well as sufficient financial and human resources to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, then the bid of such bidder may be rejected.
19. Each item or sub-item shall be individually priced per unit as shown under "unit price" column. Bidder shall multiply the unit price bid by the quantity listed under the quantity column and the total shall be indicated in the extended price column. In case of error in extensions or additions or in case of discrepancy between the unit price and the extended price, unit price shall prevail.
20. Prices quoted shall be firm for the period of the contract.
21. Bidder shall specify manufacturer or trade name and product number for each line item bid in the space provided on the proposal pages. Failure to do so or the inclusion of remarks such as "as specified" will be cause for rejection of bid.
22. In return for prices submitted, the County will purchase all of their requirements of the products listed herein from the successful bidder. It is provided, however, that when quality or quantity levels are not satisfactory to the County, an exception to this commitment will be granted.
23. **Quantities**
Quantities listed herein are estimates only for the period specified. No guarantee to purchase the amounts shown is intended or implied. The County reserves the right to order larger or smaller quantities at the prices quoted on this proposal.
24. **Substitution of Requested Items**
The contractor shall be obligated to deliver products awarded in this contract in accordance with terms and conditions specified herein. If a contractor is unable to deliver the products under the contract, it shall be the contractor's responsibility to obtain prior approval of the ordering agency to deliver an acceptable substitute at the same price quoted in the contractor's original bid. It shall be the contractor's responsibility to obtain such substitute. In the event any contractor consistently needs to substitute or refuses to substitute products, the County reserves the right to terminate the contract or invoke the "Delivery Failures" clause stated herein.
25. **Responsibility for Damaged Claims**
The contractor shall indemnify, hold harmless and defend the County and its officers, employees, agents and representatives, from all suits, actions, claims, damages and judgements of any character that may be brought against the County by whomsoever, on account of any injuries or damages sustained by any person or property due to the negligent acts or omissions by the contractor, or any of his officers, employees, subcontractors, assignees, or representatives in the performance of the contract. In the event the County and the contractor are found to be joint tortfeasors with respect to any such injuries or damages, the contractor's obligations to indemnify the County under this section shall extend only to the contractor's prorata share of negligence as determined in accordance with Georgia State Statutes.

26. Assignment of any contract resulting from this invitation to bid will not be authorized.
27. None of the various County agencies, either individually or collectively, will be required to purchase any minimum amount during the term of this contract, nor will they be limited, either individually or collectively, to any maximum amount during the term of this contract.
28. This contract may be cancelled by either party upon submitting thirty (30) days written notice of intent to cancel to the other party.
29. The County reserves the right to increase or decrease quantities shown without penalty.
30. **Rejection of Bids**
Failure to observe any of the instructions or conditions in this invitation to bid shall constitute grounds for rejection of bid.
31. All of the specifications and information contained in this invitation to bid, unless specifically excepted to in writing and included with the bid, will form the basis of the contract between the successful bidder (the contractor) and the purchaser. Caution should be taken by the bidder that all questions are answered in the spaces provided and all requested information is submitted.
32. The bid opening is open to the public. Bid tabulations will be available for public viewing in the Purchasing Department for a period of 90 days from the bid opening date. Within two working days after the bid opening the bid prices will be listed in an information box by bid name and number. That information can be accessed by dialing the Fayette County Purchasing Department at 770-460-5730, Ext 5420 and following the directions given for results of sealed bids. If you would like a copy of the bid tabulation, it may be obtained in the Purchasing Department at .25 per page. If you would like the tabulation sheet mailed to you, the proper amount for postage along with the total price of the bid tabulation shall be received in Purchasing in advance. Make checks payable to the Fayette County Board of Commissioners.
33. **If your company has not filled out a bidders list application to get on the Bidders List, please contact the Purchasing Department as soon as possible at (770) 460-5730, Ext.5420 to get an application. The completed application will tell us which commodities your company sells and the ones you would like to be placed on the bidders list for. We will place that information in the computer. Without that information we will not be able to list in our computer files the commodities that your company sells. Participation in this bid invitation does not automatically place a company on the Master Bidders List.**

NOTES AND INSTRUCTIONS TO BIDDERS

1. Bidders are urged to visit the site to familiarize themselves with site conditions. If a bid is submitted it is understood that the bidder is acknowledging his acceptance of all site conditions.
2. The successful bidder shall be required to warranty his work for a period of at least one year after final acceptance by Fayette County of the work performed by the successful bidder.
3. Bids will not be accepted from any person, firm, or corporation who is in arrears in any debt or obligation to Fayette County.
4. The bid made by any company or firm must be signed in a legal manner in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated, and the address of the principal place of business must be shown.
5. If the work described in this invitation for bids is for roadway improvements and the proposed price is \$5,000.00 or greater or if the proposed price for any other type work is \$20,000.00 or greater, then a contract performance bond and a payment bond, each equal to 100% of the contract price with surety company satisfactory to the County, must be provided by the successful bidder by a surety company qualified to do business in Georgia. Bond given shall meet the requirements of Georgia Code Section 36-82-100 to 105. The bond shall be submitted in the name of the Fayette County Board of Commissioners prior to the work being commenced.
6. Include with your bid a list of three (3) jobs that your company has done that is of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, phone number and the date job was completed.
7. Successful bidder must be insured.

PLEASE FILL OUT AND RETURN WITH YOUR BID THE LAST PAGE OF THIS INVITATION FOR BID. IT IS CALLED THE INFORMATION PAGE.

INSURANCE REQUIREMENTS

The successful bidder shall, without expense to the County, carry the following to be in effect throughout the term of the contract:

1. Third party property damage insurance in such amounts as are deemed adequate by the County and Board of Commissioners against all losses, cost, damages, claims, expenses, or liability whatsoever because of accidental injury or damage to person or property occurring in the course of or as a result of the construction of said facility, and any and all matters incidental thereto. A minimum amount of coverage in the amount of \$500,000.00 is required; although, additional coverage may be required depending on the nature of the work to be performed. The successful bidder shall also carry adequate Workman's Compensation Insurance covering all employees engaged in the .
2. Public Liability and Property damage insurance coverage including, but not limited to, the liability assumed in the indemnification provisions as specified in this invitation for bids fully insuring the successful bidder for liability for injury to or death of county employees and third parties, extended to include personal injury liability coverage, and damage to property of third parties, with a minimum combined coverage for each occurrence of \$500,000.00 with an umbrella policy in the amount of one million dollars, \$1,000,000.00.
3. Comprehensive automobile and truck liability insurance to include coverage of owned, hired, and non-owned vehicles with minimum limits of \$300,000.00 each occurrence for bodily injury and \$100,000.00 each occurrence for property damage. Such insurance is to include coverage for loading and unloading hazards.

A copy of the certificate of insurance for the aforementioned shall be submitted with your bid. A request will be sent to the agent or the insurance company of the successful bidder to notify Fayette County 30 days prior to cancellation of or upon any material change in coverage of the aforementioned insurance coverage prior to the work being completed. No award will be made until proof of the insurance coverage is submitted.

The successful bidder shall defend, indemnify and save harmless Fayette County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgement with cost which may be obtained against Fayette County growing out of such injury or damages.

SPECIFICATIONS FOR CURB AND GUTTER INSTALLATION

1. Install approximately 2200 linear feet of 6 inch x 24 inch curb and gutter
With four (4) flumes (concept plan attached)
2. Flumes shall have a five (5) foot wide opening. Length shall be a minimum of six (6) feet unless otherwise accepted by Fayette County site representative.
3. Provide all forms, pins, field layout, form oil, etc., to install #1 and #2 above.
4. Concrete shall be three thousand (3000) psi compressive strength.
5. Field layout shall be coordinated with Fayette County Public Works Officials.
6. Positive drainage shall be maintained at all times.
7. Curb shall be “cut into” the existing graded aggregate base layer \pm one (1) inch. An automatic curb machine may be used on this project. Graded Aggregated Base to be installed by Fayette County Road Department.
8. Curb and gutter to tie into existing curb at Etowah Trace. (see concept plan)
9. All curb and gutter to be poured within fourteen (14) calendar days of start date.

SR 279

END CURB
(FIELD LOCATED)

DRIVING RANGE

END CURB

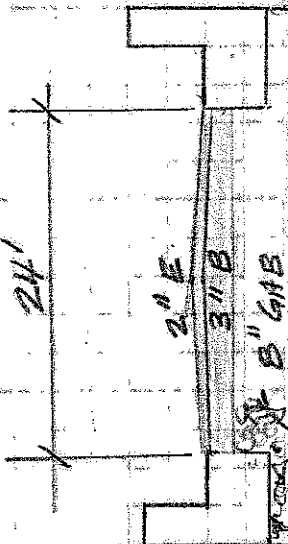
FLUMES TO BE FIELD LOCATED

END CURB (FIELD LOCATED)

* APPROX LENGTH
= 1100 FEET BOTH SIDES
(± 2200 L.F. TOTAL)

* SITE VISIT IS RECOMMENDED
PRIOR TO BID SUBMITTAL

- * - ELEVATION OF
GUTTER LINE TO BE
THE SAME BOTH SIDES
OF THE ROAD
- * - POSITIVE DRAINAGE
SHALL BE MAINTAINED
ON BOTH LINES.



TYPICAL SECTION
NOT TO SCALE

THE EXISTING
CURB AT ELEVATION
TRACE

ELEVATION
TRACE

EXCEPTIONS TO SPECIFICATIONS

Company Name _____

PRICING SHEET

TOTAL BID PRICE FOR CURB AND GUTTER INSTALLATION:

\$ _____

NOTE: All applicable charges shall be included in your total bid price materials, equipment, installation, flumes, forms, pins, layouts, form oil, labor, etc.

State Length Of Time Needed To Complete The Work _____ Days

State Payment Terms _____

State Length and Nature of Warranty _____

State Length of Time After Bid Opening Bid Prices Shall Be Held Firm _____ Days

Company Name _____

INFORMATION SHEET

Company_____

Authorized Representative_____

(Print or Type)

Authorized Representative_____

(Signature)

Title_____

Mailing Address_____

Phone Number ()_____ Fax Number ()_____

Date_____

**If you do not submit a bid, indicate in writing
your reason(s) why and return that information
to the Purchasing Department. Failure to do so
may cause your company's name to be removed
from the bidders list.**